

(4) CG 00 35 12 04.

c. The named insured shall read:

Norfolk Southern Railway Company
 Three Commercial Place
 Norfolk, Virginia 23510-2191
 Attn: D. W. Fries, Director Risk Management

d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Department project and contract identification numbers.

The Description and Designation shall read:

NCDOT Project R-2911B Rowan County US 70 from Iredell County
 Line to west of SR 1001 (Amity Hill Road)

- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number.
- f. The name and address of the prime contractor must appear on the Declarations.
- g. The name and address of the Department must be identified on the Declarations as the “Involved Governmental Authority or Other Contracting Party.”
- h. Other endorsements/forms that will be accepted are:
 - (1) Broad Form Nuclear Exclusion – Form IL 00 21
 - (2) 30-day Advance Notice of Non-renewal or cancellation
 - (3) 60- day written notice be given the Department prior to cancellation or change
 - (4) Quick Reference or Index Form CL/IL 240
- i. Endorsements/forms that are **NOT** acceptable are:
 - (1) Any Pollution Exclusion Endorsement except CG 28 31
 - (2) Any Punitive or Exemplary Damages Exclusion
 - (3) Known injury or Damage Exclusion form CG 00 59
 - (4) Any Common Policy Conditions form
 - (5) Any other endorsement/form not specifically authorized in item no. 2.h above.

B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad’s right of way. As an alternative, the Prime Contractor may provide insurance for the subcontractor by means of separate and individual policies.

C. Prior to entry on Railroad right-of-way, the original and one duplicate copy of the Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Prime Contractor’s Commercial General Liability Insurance shall be issued to the Railroad and the Department at the addresses below, and one certified copy of the Prime Contractor’s policy is to be forwarded to the Department for its review and transmittal to the Railroad. All policies and certificates of

insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the Department. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

DEPARTMENT:

Department of Transportation
 Utilities Coordination Unit
 C/O Mr. David Hinnant, State Railroad Agent
 1591 Mail Service Center
 Raleigh, NC 27699-1591

RAILROAD:

Mr. D. W. Fries, ARM
 Director Risk Management
 Norfolk Southern Railway Company
 Three Commercial Place
 Norfolk, Virginia 23510-2191

- D. The insurance required herein shall not limit the obligations of Department or its Contractors under the terms of this agreement.
- E. All insurance herein before specified shall be carried until the final inspection and acceptance of the project, or that portion of the project within railroad right of way, by the Department or, in the case of subcontractors, until the Contractor furnishes a letter to the Engineer stating that the subcontractor has completed his subcontracted work within railroad right of way to the satisfaction of the Contractor and that the Contractor will accomplish any additional work necessary on railroad right of way with his own forces. It is understood that the amounts specified are minimum amounts and that the Contractor may carry insurance in larger amounts if he so desires. As to "aggregate limits", if the insurer establishes loss reserves equal to or in excess of the aggregate limit specified in any of the required insurance policies, Contractor shall immediately notify the Department of Transportation and shall cease all operations until the aggregate limit is reinstated. If the insurer establishes loss reserves equal to or in excess of one/half of the aggregate limit, Contractor shall arrange to restore the aggregate limit to at least the minimum amount stated in these requirements. Any insurance policies and certificates taken out and furnished due to these requirements shall be approved by the Department and the Railroad Company as to form and amount prior to beginning work on railroad right of way.

15. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
- (1) The Railroad Engineer may require that the Contractor vacate Railroad property.
 - (2) The Engineer may withhold all monies due the Contractor on monthly statements.

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

- A. No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such cost shall be included in prices bid for other items of the work as specified in the payment items.

RAILROAD SITE DATA:

The following information is provided as a convenience to the Contractor. This information is subject to change and the Contractor should contact the Railroad to verify the accuracy. Since this information is shown as a convenience to the Contractor but is subject to change, the Contractor shall have no claims whatsoever against either the Railroad or the Department of Transportation for any delays or additional costs incurred based on changes in this information.

Number of tracks	-	<u>one</u>
Number of trains per day	-	<u>12</u>
Maximum speed of trains	-	<u>60</u>